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NOTICE

The undermentioned Gazettes of India Extraordinary were published during the week ending the 23rd January 1950 :—

S. No.	No. and Date	Issued by	Subject
1	Ordinance No. IV of 1950, dated the 19th January 1950.	Ministry of Law	The Administration of Evacuee Property (Amendment) Ordinance, 1950.
	Ordinance No. V of 1950, dated the 19th January 1950.	Ditto	The Displaced Persons (Claims) Ordinance, 1950.
2	Ordinance No. VI of 1950, dated the 19th January 1950.	Ditto	The Insurance (Amendment) Ordinance, 1950.
3	No. 5, dated the 20th January 1950	Central Board of Revenue	Prohibiting the discharge and shipping of cargo at any Customs-port on 26th and 27th January 1950 which have been declared as public holidays in celebration of the inauguration of the Republic of India.
4	No. 7-J., dated the 21st January 1950.	Ministry of States	The Manipur State Courts (Amendment) Order, 1950.
5	Ordinance No. VII of 1950, dated the 21st January 1950.	Ministry of Law	The Special Criminal Courts (Jurisdiction) Ordinance, 1950.

* Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

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PART I—Section 1

Government of India Notifications relating to Rules, Regulations and Orders and Resolutions (other than the Ministry of Defence)

MINISTRY OF HOME AFFAIRS

New Delhi, the 18th January 1950

No. 30/43/49-Police-I.—In exercise of the powers conferred by sub-section (8) of section 94 of the Government of India Act, 1935, the Central Government is pleased to entrust with effect from the date of this notification, to the Chief Commissioners of Delhi, Coorg, Andaman and Nicobar Islands and Panth Piploda the powers of the Provincial Government under section 401 of the Criminal Procedure Code, 1898 (Act V of 1898), in respect of cases of remission of sentences in connection with the celebrations on the inauguration of Republic.

New Delhi, the 19th January 1950

No. 28/28/49-Police-I.—His Excellency the Governor-General has been pleased on the advice of his Ministers to award the Indian Police Medal for gallantry to the under-mentioned officers of the United Provinces Police:—

Names of the officers and ranks.—(1) Dwarka Singh, Constable No. 215 Civil Police, District Etah and (2) Wahid Ullah Khan, Constable No. 169, Civil Police, District Etah.

Statement of services for which the decorations have been awarded.—Constables Dwarka Singh and Wahid Ullah Khan while on patrol duty near Railway Station Rudain, came across two absconders, Sardar and Dewari, who were wanted in connection with a murder case. The absconders were armed with guns and had pistols slung across their shoulders. On seeing them, the two Constables challenged them but received a scornful reply. Thereupon the two Constables chased the absconders who opened fire at them which the Constables returned. The absconders then ran inside a field nearby and continued firing at the Constables who kept up the pursuit in the face of this fire, ultimately succeeding in disabling Sardar and capturing him. The other absconder, however, escaped with his accomplice's pistol. A country made breach loading gun and belt of cartridges were recovered from Sardar's person.

In this encounter both the Constables showed great courage disregarding their personal safety.

2. These awards are made for gallantry under regulation d(i) of the Regulations governing the grant of the Indian Police Medal and consequently carry with them the special allowance admissible to officers of and below the rank of Inspector of Police.

No. 26/52/49-Police-I.—His Excellency the Governor-General has been pleased on the advice of his Ministers to award the Indian Police Medal for gallantry to the under-mentioned officers of the United Provinces Police:—

Name of the Officer and Rank.—Jagdeo Singh, Sub-Inspector of Police, Jhansi District, United Provinces.

Statement of service for which the decoration has been awarded.—On receiving information on the 9th April, 1949, that the notorious dacoits Halloo Singh and Roshan Singh of Pratap Singh's gang were engaged in Shikar in the forest on the Majpura ridges, Sub-Inspector Jagdeo Singh, along with five constables, started in pursuit of the dacoits. Reaching the forest the Police Party gathered a few local men and climbed the ridge from several directions under cover of thorny bushes and trees. Noticing the police party, the dacoit Roshan Singh fired at the Sub-Inspector but missed him narrowly. Thereupon the Sub-Inspector and the constables fired one round each almost simultaneously. A regular exchange of fire ensued between Roshan Singh and the Sub-Inspector in which the former was shot dead. Before he

fell, however, he cried for help. This attracted the attention of Halloo Singh who was at a distance of about one and a half furlongs. He rushed to the help of his brother and fired a round in the direction of the sound. In the meantime the police party under Karia Rawat, moved towards the direction of fire from Halloo Singh and soon engaged him at close quarters. In the encounter that ensued, Halloo Singh sustained 4 gun shot wounds on his chest and died instantaneously. A number of arms, a quantity of gun powder, and shot guns were recovered from the person of the two dacoits.

Thus by his careful planning and the excellent disposition of his force Sub-Inspector Jagdeo Singh was able to account for two dangerous outlaws without any casualties on his side. He showed courage and leadership of a high order in this operation.

Name of the officer and Rank.—D. D. Khosla, Officiating Deputy Superintendent of Police, Shahjahanpur, United Provinces.

Statement of services for which the decoration has been awarded.—On the 6th March, 1949, Shri D. D. Khosla, Officiating Deputy Superintendent of Police, Shahjahanpur, received information that a gang of dacoits was about to commit a dacoity in village Jharar. He immediately proceeded to the village with whatever men he could collect and lay in ambush. At about midnight a bullock-cart with some men, one of whom was armed with a gun, was seen wending its way towards the village. The Deputy Superintendent challenged them and a fight ensued between the dacoits and the police party. In the course of this fight Shri Khosla overpowered the man with the gun just as he was on the point of firing. In all, eight of the dacoits were arrested on the spot and three country made S.B.M.L. guns, a loaded S.B.B.L. gun and pistol were recovered from their possession.

In this encounter Shri Khosla displayed initiative, leadership and courage of a very high order.

2. These awards are made for gallantry under regulation d(i) of the Regulations governing the grant of the Indian Police Medal and consequently carry with them the special allowance admissible to officers of and below the rank of Inspector of Police.

New Delhi, the 20th January 1950

No. 30/43/49-Police-I.—In exercise of the powers conferred by sub-section (8) of section 94 of the Government of India Act, 1935, the Central Government is pleased to entrust with effect from the date of this notification, to the Chief Commissioner, Ajmer-Merwara, the powers of the Provincial Government under section 401 of the Criminal Procedure Code, 1898 (Act V of 1898), in respect of cases of remission of sentences in connection with the celebrations on the inauguration of Republic.

U. K. GHOSHAL, Dy. Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 19th January 1950

No. 23-Pt.II.—With reference to Notification No. 400, dated the 26th October 1949, the Governor General is pleased to confirm the provisional recognition of the appointment of Mr. Stanley A. McGeary as Vice-Consul for the United States of America at Madras.

T. J. NATARAJAN, Under Secy

New Delhi, the 20th January 1950

No. 25-AWT II.—The following draft of a certain further amendment to the Indian Pilgrim Ships Rules, 1938, which it is proposed to make in exercise of the powers conferred by sub-section (1) of section 213 of the Indian Merchant Shipping Act, 1923 (XXI of 1923), is published as required by sub-section (3) of the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th February 1950.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified, will be considered by the Central Government.

Draft Amendment

For sub-rule (3) of rule 188 of the said Rules, the following sub-rule shall be substituted, namely:—

“(3) The number of visitors’ passes shall be limited to 100 or to 10 per cent. of the total number of pilgrims embarking, whichever is larger.”

C. S. JHA, Joint Secy.

MINISTRY OF COMMERCE

IMPORT TRADE CONTROL

New Delhi, the 28th January 1950

No. 2-ITC/50.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Imports and Exports (Control) Act, 1947 (XVIII of 1947), the Central Government is pleased to direct that the following further amendments shall be made in the notification of the Government of India in the late Department of Commerce No. 28-ITC/43, dated the 1st July 1943 as republished with

the Ministry of Commerce Notification No. 14-ITC/48, dated the 20th November 1948, namely:—

In Part IV of the Schedule annexed to the said notification.—

(a) for the entries against serial No. 75, the following entries shall be substituted, namely:—

- “75

Vegetable product, pickles, chutnies, sauces, ketchups and condiments, canned or bottled.

20
- 75A

Jams, Jellies and Marmalades, canned or bottled.

20(4)''

(b) for the entries against serial No. 76, the following entries shall be substituted, namely:—

- “76

Fruit Juices, Squashes, Cordials and Syrups not otherwise specified.

20(1)
- 76A

Juices either individually or in mixture, of apricots, berries, grapes, pineapple, plums and prunes.

20(5)''

(c) for the entries against serial No. 77, the following entries shall be substituted, namely:—

- “77

Tomatoes, potatoes, onions and cauliflowers, canned or bottled.

20(2)
- 77A

Fruits, canned or bottled, not otherwise specified.

20(3)
- 77B

Asparagus, canned.

20(6)
- 77C

Vegetables canned or bottled all sorts, other than tomatoes, potatoes, onions and cauliflowers.

20(7)
- 77D

canned fruits of the following description, namely : Apricots, Berries, Grapes, Plums and Prunes, and fruit salads composed of not less than 80 per cent in quantity and in value of the above named fruits.

20(8)
- 77E

Pineapples canned

20(9)''

R. J. PRINGLE, Joint Secy.

MINISTRY OF INDUSTRY AND SUPPLY

New Delhi, the 23rd January 1950

No. I(I)-2(17).—The following Notification issued by the Iron and Steel Controller under Clause 11B of the Iron and Steel (Control of Production and Distribution) Order, 1941, is published for general information:—

“NOTIFICATION

In exercise of the powers conferred by Sub-Clause (1) of Clause 11B of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Iron and Steel Controller is pleased to notify the following Schedule of maximum prices of Tinplates, Terneplates and Blackplates:—

Schedule of Prices

Serial No.	Size	Sheetage	Weight Lbs.	'B' ham Gauge	Rate per box f.o.r. Works Siding Tatanagar
List 'A'—Coke Unassorted Tinplate					
A—2	28×20	28	171	20	Rs. A. P. 36 11 0
A—6	28×20	50	250	22	53 13 0
A—8	34×25	25	185	22	42 15 0
A—15	34×25	25	146	24	36 9 0
A—16	28×20	50	200	24	47 14 0
A—18	25×17	50	146	24	35 10 0
A—24	28×20	56	196	25	49 0 0
A—27	34×25	56	255	26	68 4 0
A—28	28×20	56	168	26	44 9 0
A—35	28×20	56	154	27	42 9 0
A—40	28×20	56	140	28	39 7 0
A—43	18-3/4×14	124	110	30	36 8 0
A—44	20×10	225	156	30	49 15 0
A—45	20×14	112	108	30	34 15 0
A—48	28×20	112	216	30	69 15 0
A—49	28-1/2×24-1/2	112	269	30	87 15 0
A—50	33×20	56	127	30	42 2 0
A—51	28×20	112	200	30.6	68 14 0
A—52	20×14	112	100	30.6	34 6 0
A—53	28×20	112	180	31.6	67 9 0
A—55	28×20	112	160	32.5	66 4 0
A—57	28×20	112	140	34	65 0 0
A—58	20×14	112	70	34	32 9 0
List 'B'—Unassorted Terneplate					
B—2	28×20	50	250	22	53 8 0
B—3	28×20	50	217	23	47 11 0
B—5	28×20	50	200	24	44 15 0
B—6	28×20	56	196	25	45 4 0

Serial No.	Size	Sheetage	Weight lbs.	'B' ham Gauge	Rate per box f.o.r. Works Siding Tatanagar
					Rs. A. P.
B-8	28×20	56	168	26	40 5 0
B-10	31×23	56	219	26	53 13 0
B-11	14×11	112	95	26	23 0 0
B-12	19-1/2×10-3/4	112	60	26	21 12 0
B-14	28×20	56	154	27	38 4 0
B-19	28×20	56	140	28	34 12 0
B-21	28×20	112	216	30	59 10 0
B-24	18-3/4×14	124	110	30	30 15 0
List 'O'—P.C.R.C.A. Blackplate					
C-1	34×25	25	232	20	46 4 0
C-2	28×20	28	171	20	33 12 0
C-6	28×18	50	219	22	44 15 0
C-7	28×20	50	250	22	50 9 0
C-13	28×20	50	217	23	45 5 0
C-16	34×26	25	146	24	32 10 0
C-17	33×24	50	272	24	59 0 0
C-18	28×20	50	200	24	42 10 0
C-20	25×20	50	172	24	37 3 0
C-21	25×17	50	146	24	31 10 0
C-26	28×20	56	196	25	43 3 0
C-28	34×25	56	255	26	59 6 0
C-29	28×20	56	168	26	38 11 0
C-32	22×14	112	189	26	43 7 0
C-36	28×20	56	154	27	36 12 0
C-37	28×22	56	170	27	40 7 0
C-41	28×20	56	140	28	33 9 0
C-44	18-3/4×14	124	110	30	30 1 0
C-45	20×10	225	156	30	41 8 0
C-46	20×14	112	108	30	29 1 0
C-49	28×20	112	216	30	58 3 0
C-52	28×20	112	200	30-6	57 2 0
C-54	28×20	112	180	31-6	55 13 0
C-55	20×14	112	90	31-6	27 14 0
C-56	28×20	112	160	32-5	54 8 0
C-58	28×20	112	140	34	53 4 0
C-59	20×14	112	70	34	26 10 0
SUPPLEMENTARY LIST OF ODD SIZES					
Coke Unassorted Tinplate					
D-4	29-1/2×21	50	212	24	51 11 0
D-12	32-3/8×22	112	275	30	89 8 0
D-13	31-3/4×21-1/4	56	130	30	42 12 0
D-14	30×21	112	242	30	78 10 0
D-15	28-1/4×14-1/8	112	152	30	50 9 0
D-17	26-3/4×18-3/4	112	193	30	62 10 0
D-18	26-3/4×16-1/2	112	169	30	55 6 0
D-21	18-3/4×12	144	110	30	36 2 0
D-22	14×7	332	110	30	36 7 0
D-23	32-1/2×21	112	244	30-6	84 8 0
D-25	30-1/2×24-1/2	112	267	30-6	92 10 0
D-34	18-3/4×14	172	153	30	50 0 0
D-36	12-1/2×9	282	110	30	35 11 0
D-37	30×20	112	193	31-6	72 6 0
D-38	28×24-1/2	112	262	30	86 5 0
D-41	28-3/8×17-3/8	112	158	31-6	59 12 0
D-42	25×17	112	255	26	67 2 0
D-43	25×17	50	185	22	42 0 0
D-44	31×23	56	193-5	27	54 15 0
D-45	22×14	112	170	27	46 8 0
Charcoal No. 1 Tinplate					
E-1	28-1/4×20-3/4	56	201	25	62 1 0
E-2	28-5/8×18-3/4	56	184	25	56 14 0
E-5	28×20	56	196	25	59 7 0
Best Coke Tinplate					
G-1	28-3/8×23-5/16	112	213	31-6	86 15 0
G-3	28-1/2×21-3/4	112	199	31-6	80 13 0
G-4	27-3/4×23-7/16	112	232	30-6	86 15 0
G-5	25-7/16×22-1/8	112	201	30-6	75 4 0
G-6	30×27-15/16	112	269	31-6	111 8 0
G-7	33×22	28	176	22	42 3 0
Unassorted Terneplate					
I-3	34×25	25	146	24	34 6 0
I-4	25×17	50	146	24	33 4 0
I-6	17×12-1/2	100	146	24	32 14 0
I-7	34×25	56	255	26	61 14 0
I-8	22-3/4×16	112	224	26	53 9 0
I-9	22×14	112	189	26	45 5 0
I-23	16-3/8×11-1/2	112	115	26	27 15 0
I-26	34×25	25	185	22	41 5 0
I-33	32×17	50	236	22	51 6 0
I-34	17×16	100	236	22	51 1 0
I-38	25×17	112	255	26	60 10 0
I-39	30×22	25	144	22	31 13 0
I-24	28×11-1/4	112	192	26	46 6 0
P. C. R. C. A. Blackplates					
J-21	18-3/4×14	172	153	30	41 8 0

GENERAL CONDITIONS

The prices shown in the Schedule of Prices and the other provisions of this Notification relevant thereto, shall come into force with effect from the 30th January, 1950 and, notwithstanding the rates at which an order has been booked, shall apply to all deliveries effected on or after that date. In all cases where delivery is effected by rail, the date of the Railway Receipt shall be deemed to be the date of delivery.

PART I.—SPECIAL CONDITIONS FOR SALES BY THE TINPLATE CO. OF INDIA LTD., CALCUTTA

A. To customers other than Controlled Stockholders.

(a) In respect of sales by Messrs. Tinplate Co. of India Ltd., Calcutta, to customers other than the Controlled Stockholders, the rates notified in the Schedule of Prices shall apply f.o.r. Works' Siding, Tatanagar.

(b) Octroi and Sales or other taxes incurred in the process of delivery of materials from Seller's yard or Siding to customers will be borne by the latter.

B. To Controlled Stockholders

(a) The prices notified in the Schedule of Prices shall apply f.o.r. Works' Siding, Tatanagar. In order to arrive at the prices for materials ordered for delivery at Controlled Stockholders' Siding or Yard situated at Ambala Cantt., Bombay, Calcutta, Delhi, Kanpur and Madras, place extras at the following rates shall be added to these prices:—

		EXTRA PER		TON	
		Tinplates		Blackplates	
		&			
		Terneplates		PORCA Sheets	
		Rs.	A. P.	Rs.	A. P.
Ambala Cantt.	...	81	12 0	67	12 0
Bombay.	...	45	8 0	38	0 0
Calcutta.	...	17	0 0	10	12 0
Delhi.	...	74	12 0	58	12 0
Kanpur.	...	53	12 0	40	8 0
Madras.	...	43	8 0	36	8 0

(b) Octroi and Sales or other taxes incurred during the transit of the materials into the Stockyard shall be borne by the Controlled Stockholders in the first instance.

PART II.—SALES BY CONTROLLED STOCKHOLDERS

(a) Sales by Controlled Stockholders shall be effected at the rates calculated as notified in Part I. B. above plus Stockists remuneration of Rs. 50 per ton. These prices are f.o.r. Stockholders' Siding or ex-yard against cash payment and are exclusive of delivery charges.

(b) The question of credit facilities is a matter for negotiation between the customer and the Stockholder.

(c) Delivery charges are not admissible if delivery is made ex-yard or f.o.r. Siding or into Workshop adjoining Stockists' Stockyard. Where delivery is undertaken by Controlled Stockholders at the request of the buyer, delivery charges shall not, except by special arrangement between the Stockholder and buyer, exceed the following rates:—

				Rate per ton		
				Rs.	A.	P.
Bombay.	...	...	...	10	0	0
Calcutta.	...	...	...	10	0	0
Delhi.	...	...	...	4	8	0
Kanpur.	...	...	...	8	0	0
Madras.	...	...	...	6	8	0

(d) Octroi and Sales or other taxes levied on steel entering the Controlled Stockholders' yard by the Government or Local Authority of the Province or Town where the stockyard is situated and similar taxes incurred in the process of delivery of materials from Seller's yard or Siding to the customer shall be borne by the latter.

PART III.—SALES BY PERSONS OTHER THAN THE TINPLATE CO. OF INDIA LTD. AND CONTROLLED STOCKHOLDERS

The rates and other charges fixed for sales by Controlled Stockholders in Part II above shall be applicable to sales by persons other than the Tinplate Co. of India and Controlled Stockholders unless otherwise directed by the Iron and Steel Controller.

M. K. POWVALA,
Iron and Steel Controller."

N. R. REDDY, Under Secy.

MINISTRY OF AGRICULTURE

New Delhi, the 19th January 1950

No. F.8-14/49-L.—Under Rule 4 of the Rules and Regulations of the All India Cattle Show Committee, the Government of India are pleased to re-appoint Shri Satish Chandra Das Gupta, Khadi Pratisthan, Sodepur (West Bengal), as a member of the Committee on the expiry of his term of membership on the 20th November 1949.

V. S. KRISHNASWAMI, Dy. Secy.

MINISTRY OF RAILWAYS
(Railway Board)

VIZAGAPATAM PORT

New Delhi, the 18th January 1950

No. 4762-TO.—In exercise of the powers conferred by sub-section (1) of section 35 of the Indian Ports Act, 1908 (XV of 1908), the Central Government is pleased to direct that the following further amendment shall be made in the rules for the Port of Vizagapatam published with the notification of the Government of India in the late Department of Commerce, No. 222-P&I/38(VI), dated the 30th September 1938, namely:—

The note under rule 1 of the said rules shall be numbered as Note 1, and after the note as so numbered, the following note shall be added, namely:—

"NOTE 2.—The Port Administrative Officer shall have the discretion to levy or not to levy the fee mentioned in clause (c) above, according to the merits of each case, subject to a maximum of 30 minutes on either side of the scheduled hours."

S. S. RAMASUBBAN, Secy.

MINISTRY OF COMMUNICATIONS

POSTS AND TELEGRAPHS

New Delhi, the 16th January 1950

No. R-3-73/49.—In pursuance of rule 452-A of the Indian Telegraph Rules, 1932, the Central Government is pleased to direct that the charges prescribed in item V of rule 452 of the said Rules, shall with effect from the 16th January 1950, apply to exchanges in Ahmedabad which were taken over by Government from the Bombay Telephone Co. Ltd. with all subsequent additions and modifications to the system.

K. V. VENKATACHALAM, Dy. Secy.

MINISTRY OF WORKS, MINES AND POWER*New Delhi, the 18th January 1950*

No. P. 103.—The following draft of certain further amendments to the Explosives Rules, 1940, which it is proposed to make in exercise of the powers conferred by section 5 of the Explosives Act, 1884 (IV of 1884), is published as required by section 18 of the said Act, for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 10th February 1950.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

*Draft Amendments***A. In the said Rules—**

(1) Rule 30 shall be renumbered as sub-rule (1) of that rule and after sub-rule (1) as so renumbered the following sub-rule shall be added, namely:—

(2) Where any explosive is permitted to be imported under sub-rule (1) a fee of rupees twenty-five shall be charged.

(2) In sub-rule (8) of rule 33, sub-rule (2) of rule 92, sub-rule (3) of rule 93, and in sub-rule (2) of rule 96, for the words "one rupee", the words "two rupees" shall be substituted.

(3) In sub-rule (3) of rule 33, for the figure "16", the figure "20" shall be substituted.

(4) In sub-rule (3) of rule 90, for the words "two rupees", the words "three rupees" shall be substituted.

(5) In rule 97 and in sub-rule (2) of rule 99, for the words "one rupee", the words "five rupees" shall be substituted.

(6) In sub-rule (2) of rule 98, for the figures "100" and "1000" against items (i) and (ii), the figures "50" and "500" shall respectively be substituted.

B. In Schedule IV annexed to the said Rules—

(i) In column 5 against Article No. 1, for the figure "15", the figure "25" shall be substituted.

(ii) In column 5 against Article No. 2 for the figure "2", the figure "5" shall be substituted.

(iii) In column 5 against Article No. 3, for the existing entries, the following entries shall be substituted, namely:—

"When the total quantity other than safety fuse does not exceed:—

	Gunpowder or mixed explosives	Fireworks only
	Rs.	Rs.
50 lbs.	7/8/-	5
100 lbs.	22/8/-	15
exceeding 100 lbs.	45/-/-	30"

(iv) In column 5 against Article No. 4, for the figure "3" the figure "5" shall be substituted.

(v) In column 5 against Article No. 5, for the existing entries, the following entries shall be substituted, namely:—

*"Where the total quantity other than safety fuse does not exceed:—

50 lbs.	Rs. 4
100 lbs.	Rs. 8
200 lbs.	Rs. 12"

(vi) In column 5 against Article No. 6, for the existing entries, the following entries shall be substituted, namely:—

"When the total quantity does not exceed:—

	Possession	Possession and Sale
	Rs.	Rs.
100 lbs.	15	20
200 lbs.	20	30
500 lbs.	25	35
1,000 lbs.	30	40
10,000 lbs.	40	60
25,000 lbs.	60	80
50,000 lbs.	100	125
over 50,000 lbs.	Rs. 100 for first 50,000 lbs. and Rs. 10 for every additional 10,000 lbs., subject to a maximum of Rs. 200.	Rs. 125 for first 50,000 lbs. and Rs. 12/8 for every additional 10,000 lbs. subject to a maximum of Rs. 250."

(vii) In column 5 against Article No. 7, for the figure "10", the figure "20" shall be substituted.

C. In Schedule V annexed to the said Rules—

(i) In form F, for the words and figure "Fee Rs. 15", the words and figure "Fee Rs. 25", shall be substituted.

(ii) In form G, for the words and figure "Fee Rs. 2", the words and figure "Fee Rs. 5" shall be substituted.

(iii) In form J, for the words and figure "Fee Rs. 3", the words and figure "Fee Rs. 5", shall be substituted.

(iv) In form M, for the words and figure "Fee Rs. 10", the words and figure "Fee Rs. 20", shall be substituted.

B. B. PAYMASTER, Dy. Secy.

MINISTRY OF LABOUR*New Delhi, the 17th January 1950*

No. L.R.2(268)I.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following Award of the All India Industrial Tribunal (Bank Disputes), in the matter of alleged victimization, retrenchment, dismissals, etc., in respect of banking companies in the Province of West Bengal:—

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES), BOMBAY**ADJUDICATION****BETWEEN**

1. Chartered Bank of India, Australia and China, Calcutta,
2. Eastern Bank Limited, Calcutta,
3. Comilla Banking Corporation Limited, Calcutta,
4. The United Commercial Bank Limited, Calcutta,
5. Bengal Central Bank Limited, Calcutta,
6. Imperial Bank of India (Bengal Circle),
7. Hindustan Commercial Bank Limited, Calcutta,
8. Lloyds Bank Limited, Calcutta,

AND

Their Workmen.

In the matter of a dispute re: alleged wrongful termination of services, victimization, etc.

Present

Mr. K. C. Sen, Chairman,
Mr. J. N. Majumdar, Member,
Mr. N. Chandrasekhara Aiyar, Member.

Appearances

1. Mr. S. K. Mullick of Messrs. Sandersons and Morgans with Mr. Macfarlane, the Accountant, for the Chartered Bank of India, Australia and China,

2. Mr. P. P. Ginwalla instructed by Messrs. Orr Dignam & Co., Solicitors, for the Lloyds Bank Ltd., and Eastern Bank Ltd.,
3. Mr. S. N. Sen with Mr. Tanubhai Desai for the Comilla Banking Corporation Ltd.,
4. Mr. Tanubhai Desai with Mr. B. T. Thakur for the United Commercial Bank Ltd.,
5. Mr. P. N. Sen with Mr. S. N. Sen for the Bengal Central Bank Ltd.,
6. Dr. S. K. Gupta instructed by Messrs. Sandersons and Morgans, Solicitors for the Imperial Bank of India,
7. Mr. S. K. Bose instructed by Mr. B. P. Khaitan, Solicitor of Messrs. Khaitan & Company for the Hindustan Commercial Bank Ltd.,
8. Mr. M. M. Sen for the Chartered Bank of India, Australia and China Local Staff Employees' Union,
9. Mr. S. C. Maulik with Mr. T. N. Guha Roy for the Eastern Bank (Calcutta Branch) Indian Employees' Union,
10. Mr. J. C. Sen with Mr. M. Banerjee for the Comilla Banking Corporation Employees' Association,
11. Counsel Mr. Sadhan Gupta with Mr. A. K. Sen for the United Commercial Bank Employees' Association,
12. Mr. K. L. Roy for the Bengal Central Bank Employees' Association,
13. Dr. B. Rai Chowdhari with Mr. S. N. Tagore and Mr. Jyoty Ghose for the Imperial Bank of India Indian Staff Association (Bengal Circle),
14. Mr. Adhir Ranjan De in person,
15. Mr. Provat Kar for Mr. Dinesh Chandra Bhowmick,
16. Mr. N. N. Sen for Mr. Kumud Bandhu Chatterjee,
17. Mr. M. M. Sen with Messrs. Provat Kar and Asoke Ghosh for the Lloyds Bank Indian Staff Association.

AWARD

The following cases of alleged wrongful termination of services, victimization, etc., were heard by the Tribunal during their visit to Calcutta from the 3rd October 1949 to the 17th October 1949.

I. Chartered Bank of India, Australia and China—

Gobind Chandra De.—He was employed on probation on the 6th November 1944 and later made permanent in the Cash Department. On the 28th February 1947, on the recommendation of a new Chief Cashier who was to replace the existing Cashier on the next day, he along with some others were served with notices dispensing with their services. At that time he was a collecting sarkar. His services were accordingly dispensed with. He had a good record and on the 24th April 1947 he got a certificate of good conduct, from the Bank. In all 7 employees of the Cash Department were thus discharged on the 28th February 1947. Two of these were later re-appointed and four secured jobs elsewhere. Only De could neither find employment elsewhere nor was he re-appointed. On the 4th March 1947 the Committee of Management of the Employees' Union passed a resolution to the effect that the sudden dismissal of seven men in the Cash Department had put the rest of the staff in a state of panic because in the past when there had been a change of Cashier no such step had been taken, although the new Cashier was permitted to fill up vacancies that occurred after his appointment by bringing his own men. The resolution added "that it will be difficult for men serving for a period of 10 or 12 years to procure service at such a hard time. Under the circumstances the Authorities and the Cashier be requested to consider their cases favourably and take them either in the Clive Street or Fairlie Place branches with a warning to them if any offence committed". A letter was sent to the Agent of the Bank with a copy of the resolution on the 5th March, and on the next day the Agent replied that members of the clerical staff might rest assured that it was not and never had been the policy of the Bank to serve dismissal

notices out of hand, but that in the case of members of the Cash Department they were employed by the Bank on the recommendation and responsibility of the Chief Cashier for the time being and that if certain members of the Cash Department were not acceptable to the new Cashier then the Bank under the terms of its agreement with the Chief Cashier had no alternative but to dispense with the services of the unwanted men. The clause of the agreement with the Chief Cashier which was relied upon reads thus:

"That the Bank shall dismiss any person employed in the said Cash or Godown Departments under the preceding clause of whom the Cashier shall intimate in writing to the Bank that he no longer approves and the Cashier shall select subject to the approval of Agent or Acting Agent or Sub-Agent of the said Calcutta Agency another or others in the stead of the person or persons so dismissed."

In this case it does not appear that the new Cashier gave any intimation in writing to the Bank that he "no longer approves" of Gobinda Chandra De. The clause of the agreement relied upon refers to the previous clause which says, "That the Cashier shall accept for employ in the Cash and Godown Departments of the Calcutta Agency the staff of Sub-Cashiers (if any), sarkars, moherers, cash-keepers, poddars, pay clerks, peons, durwans, godown-keepers and other persons formerly employed in such departments at the said Calcutta Agency. All other persons who may hereafter be employed in the said Departments during the continuance of this Agreement shall be selected by the Cashier subject to the approval of the Bank". This clause clearly indicates that the new Cashier was bound to accept the existing staff in the Cash Department at the time of his own appointment. This is further shown by the expression "he no longer approves" in the clause relied on by the Bank, suggesting that the disapproval must come after he has had the opportunity to form an opinion of the work of the employee whom he desires to remove. The new Chief Cashier was examined before the Tribunal but his explanation cannot be said to be convincing. He has stated that he had been informed that all the competent persons in the Receiving and Paying Sections would be transferred to the Fairlie Place branch and that, therefore, he wanted to bring some competent men from outside, but that De was not one of the men to be transferred to the Fairlie Place branch; also that he wanted new men in all the important places, that De was not in an important place and that before he took charge he expressed no opinion of De. In his evidence he stated that it was the prevailing practice with all new Cashiers in Banks that unless he was allowed to bring his own men he would not take charge, that he wanted to bring in 7 men before he took charge and that accordingly, he made a list of seven juniormost men to be discharged, De being one of them. The practice may have been what he has stated, but in view of the terms of the agreement and in view of the fact that De's record must be deemed to be good as shown by the certificate granted to him and also in view of, the fact that two out of the discharged men were subsequently taken back by the Bank, we are of opinion that De should be taken back into the service of the Bank within one month of the date with effect from which this Award will become operative and that he should be paid his full pay and allowances in respect of the six months prior to his reinstatement, for we think he must be treated, for the purposes of the clause of the agreement relied on by the Bank, as one of the persons employed in the Cash Department under the preceding clause. We direct accordingly. If the Bank wants to follow an unwritten practice which is not embodied in its agreement, the sooner the form of such agreement is revised the better, for in interpreting the rights of the employees the terms of a formal agreement must be given precedence and superiority over any kind of practice that may be existing in an institution.

II. Eastern Bank, Limited—

Jadaram Dubay.—He was a sarkar in the Cash Department and aged about 55 years when he was discharged on the 1st May 1949. On the 2nd March 1949 he was sent to the Currency Office to get some currency notes

valued at about Rs. 4,000 changed. He went to that office, which is a crowded place, and gave the bundles of the notes to a clerk in the said office and received a token in exchange. Thereafter he received one bundle of notes but somehow it got stolen from his person. He at once informed the police and made up the loss of about Rs. 440. On the 8th March 1949 he got a letter from the Bank saying that the Bank had been advised by the Banians that they could no longer guarantee his work which recently had culminated in the loss of about Rs. 440 and that, therefore, notice was being given for termination of his service with effect from the 30th April 1949. Dubay pointed out that he had made good the loss, but the Manager again wrote to him pointing out to him that the question of recovery of the amount was no concern of the Bank, being entirely a matter between the Banians and himself. "The position", the Manager said, "is that you were employed by the Bank subject to the Banians' guarantee. The Banians now advise us that due to a variety of circumstances they can no longer guarantee you fearing that if they do, they will sustain serious losses. In these circumstances, therefore, the Bank regrets that it can no longer employ you and has given you notice to that effect". In our opinion, the incident on which this man was discharged does not suggest that he had been guilty of dishonesty. He informed the police immediately and made good the loss and that there does not appear to have been any previous incident of this nature connected with this employee. He might no doubt had been careless, but as the place was very crowded his pocket might have been picked in spite of precaution having been taken. It seems to us, therefore, that as the employee had completed about 21 years service and attained the age of about 55 years, the termination of his service should be treated as retirement. We direct accordingly and further direct that he should be entitled to all the benefits consequent on honourable retirement.

III. Comilla Banking Corporation, Limited—

(1) *Hirendra Nath Roy Chowdhari*.—He has alleged that he has been demoted for his trade union activities, having been an office bearer of the union. He was appointed to the New Standard Bank as an assistant in 1944 on a salary of Rs. 80. On confirmation his pay was Rs. 70 in the grade of Rs. 70—10—200. On the 25th May 1946 the New Standard Bank was amalgamated with the Comilla Banking Corporation. On the 2nd April 1947 he was appointed as an employee of the Comilla Banking Corporation on the same terms and designation as before. On the 30th January 1948 he was put in the grade of Rs. 50—5—80—6—110—7½—125—E.B.—7½—170. It is said that he was placed in a lower position than he was entitled to, but the Bank's case is that he was given increments till 1946, that in that year there was a settlement under which there was no provision for any special grade, that thereunder he drew an extra increment of Rs. 21 and extra dearness allowance of Rs. 4 and thus accepted the new grade; that again in 1947 there was a settlement under which an Assistant was given a minimum increment of Rs. 5 pending his being placed in his proper grade under the settlement, that the said increment was duly accepted by him as also the further increment of Rs. 2-8-0 according to his grade. It is further stated that in compliance with the 1947 settlement his case was duly considered and that he was notified in January 1948 that his grade would be Rs. 50—170. Thereupon he submitted an appeal to the Chief Manager who rejected the appeal. On the 30th February 1948 he applied for refund of the security money deposited by him with the New Standard Bank. The Bank has also referred to a certain incident which occurred in 1947 in which he was found responsible for passing certain cheques wrongly and to the fact that he was once held unfit to pass the efficiency bar. We are satisfied that this is not a case of victimization or unfair interference with an employee's prospects or proper emoluments. No directions, therefore, are necessary in this case.

(2) *Manmohan Ghosh*.—He was appointed as a clerk in 1939 on a salary of Rs. 25. In February 1942 he was sent to jail under the Defence of India Rules and he was released in August 1945. On the 7th July 1942 he applied for leave. On the 15th July the Bank terminated his

appointment but on the 13th December 1945, after his release, he was taken back as a new entrant on Rs. 55 per month. His only grievance is that he should have been granted leave from 1942 to 1945. We do not think that he can be considered as entitled to such leave, for in view of his long imprisonment the Bank was entitled to terminate his service as they did in July 1942. We make no directions in this case also.

Three more cases were filed by the employees of this Bank but they have not been pressed.

IV. United Commercial Bank, Limited—

(1) *Nagendra Prasad Sharma*.—He was appointed as a peon on the 22nd December 1943 on a salary of Rs. 20 and dearness allowance of Rs. 10 per month. In accordance with a scheme introduced in 1946 his emoluments were raised to Rs. 34 as salary and Rs. 25 as dearness and local allowances. A number of complaints were received against him of disobedience of instructions, disrespect, use of insulting tone in speaking to his superiors, etc. For such conduct he was suspended in May 1947 but on his expressing regret the order of suspension was cancelled. In July 1948 the Supervisor of the branches department complained against him for repeated disobedience of instructions, use of insulting language, etc. The Deputy General Manager of the Bank thereupon issued orders terminating his services. The employee thereupon accepted the payment of his dues and gave a receipt to the Bank in full and final settlement of his claim. In this case no formal charge was drawn up against him or shown to him nor was his explanation called for before his services were terminated, and to that extent the order passed against him must be held to be unsatisfactory. The employee, however, appears to have known the charges made and proved against him and he does not appear to have made any protest immediately after his discharge. He first made the allegation of victimization in October 1949. We do not think that this case calls for interference by us.

(2) *Jamna Pandya*.—He was appointed as a peon in April 1945 on a salary of Rs. 25 and dearness allowance of Rs. 15. In September 1946 his salary was raised to Rs. 50 and dearness allowance to Rs. 25 per month. During his three years of service, however, he absented himself in all for more than nine months, although on a number of occasions he had been warned about his frequent absence without previous intimation to or sanction by the Bank. Mainly on this account his work was considered very unsatisfactory. The Bank has further stated that once he refused to obey orders and did not do the work assigned to him. The Deputy General Manager passed orders dispensing with his services. He was paid one month's salary and allowances in lieu of notice. He received a notice from the Bank in respect of all his dues and he accepted those dues in full and final settlement of his claims. Here also the procedure that ought to have been observed, *viz.*, informing the employee of the details of his alleged misconduct and giving him an opportunity to explain, was not observed by the Bank. But this case is similar to the last as the employee could not but have been aware that his frequent absences were causing inconvenience to the Bank and he seems to have made no protest when he was discharged. We do not interfere with this case.

(3) *B. B. Dhar*.—He was a temporary clerk appointed on the 22nd September 1947 on a salary of Rs. 60 plus dearness allowance of Rs. 30 and local allowance of Rs. 20 per month. His services having been found unsatisfactory, were terminated on the 27th November 1947. No notice or salary in lieu of notice was given to him. It is alleged that his father was ill and this fact may not have enabled him to perform his work satisfactorily, and his father is alleged to have died on the day on which his services were terminated. We are unwilling to interfere in this case also as he was a temporary hand and the Bank found his work unsatisfactory.

(4) *Jatindra Lall Mukherjee*.—He was appointed as a clerk in 1943 on a salary of Rs. 50 and dearness allowance of Rs. 15 per month. In September 1946 his salary was raised to Rs. 90 and dearness allowance Rs. 30 per month and, besides, he was given a local allowance of Rs. 30.

According to the Bank his services were terminated on 22nd May 1949 for unsatisfactory work. A bill for about \$ 32,000 was received from the National City Bank of New York on the 14th May 1949 and it was not presented to the drawee until the 18th May 1949. This was considered to be gross negligence on the part of the clerk such as might involve the Bank in big loss, particularly as the drawee later complained to the Bank about the delay. According to the Bank he was asked to explain his conduct but he refused to do so and did not even admit that he had been negligent. The Bank has filed an affidavit by Mr. D. R. Patney, Officer on Special Duty of the rank of Superintendent of Branches, posted at Calcutta Main Branch. Therein he has mentioned the incident regarding the bill for \$ 32,000 and stated that he was asked by the General Manager to look into the complaint made by the drawee of the said Bill. He says, "During the course of my enquiry, I found that the said Mr. J. L. Mukherjee was grossly negligent in his work and I called him and asked for his explanation. Although he was conscious that he was negligent of his duty, he refused to express regret or apologize for the mistake, and gave no explanation for his neglect of duty". No written report by Mr. Patney has, however, been produced and when he says that Mukherjee "refused to express regret or apologize for the mistake", he must be relying purely on his memory. This is denied on behalf of Mukherjee and we find that the 14th May 1949, when he received the bill, was a Saturday, and he could at least explain that some time was taken in entering the bill in the register and in sending it for presentation to the drawee (on Monday), the requisite memorandum being prepared on the 17th May and the bill reaching the drawee on the 19th May. In any case, the discharge in this case was based on a single incident which took place at a time when he had been not only doing his own work but also doing the work of other clerks who were absent and which had also been entrusted to him. In the statement filed by the Union of the employees on his behalf it has been stated, "Under the circumstances it was practically impossible for one person to cope with the work of three and yet Mr. J. L. Mukherjee, who was a daily passenger, did his best to wipe out the accumulations". The Bank, besides, does not appear to have suffered any loss by reason of the delay nor has the party concerned suffered any loss. In these circumstances it seems to us that an order of discharge was too harsh an order to be passed on a single incident of delay in discharge of his duties; it is difficult for us to rely, in the absence of any written report by Mr. Patney, on his allegation that the employee refused to give any explanation or to express regret for the delay. We direct that J. L. Mukherjee should be taken back into the service of the Bank and reinstated in his former position within one month from the date with effect from which this Award becomes operative and we hold that his loss of emoluments for the intervening period can be regarded as sufficient punishment for the delay of which he was undoubtedly guilty.

(5) *Sailendra Nath Ghosh*.—He was appointed as a clerk in March 1949 on a salary of Rs. 55 and dearness and local allowance of Rs. 50 per month. His services were terminated on the 18th May 1949 for irregular attendance and frequent absence. On the 29th March 1949 he submitted an application for leave on account of illness but did not submit any medical certificate. On his being asked to furnish such certificate he sent one as late as 17th April 1949, resumed duty on the 18th April but again applied on the same day for 15 days' more leave on the ground of his brother's illness. Before the leave could be sanctioned he remained absent from the 19th April. On the 22nd April he was asked to produce a medical certificate regarding his brother's illness. He sent no such certificate, and though the leave he had asked for expired on the 2nd May he continued to remain absent. On the 12th May he was called upon to resume duty forthwith but he did not do so. As his conduct was considered very unsatisfactory his services were terminated on the 18th May 1949. In this case, as in other cases, the Bank should have sent to the employee a statement of his alleged misconduct and given him an opportunity to explain his conduct. Though this was not done it does not appear that the employee felt that he was prejudiced by the omission to observe such procedure, as on the 22nd

June he sent a letter asking for settlement of his provident fund claims and this was done. He accepted payment of his dues and gave a receipt to the Bank in full and final settlement of his claims. We, therefore, give no directions in this case.

(6) *B. C. Bhattacharjee*.—He was appointed in June 1948 on a salary of Rs. 60 and allowance of Rs. 50. In the total period of his service of 10 months he remained absent on as many as nine occasions. He was, therefore, paid a month's salary and allowances in lieu of notice and his service was terminated. On the 18th May 1949 he accepted his dues in full and final settlement of his claim and made no protest regarding his discharge. We are unable in this case also to give any directions in his favour.

(7) *G. B. Sen Gupta*.—He was engaged as a Manager of the Dacca branch of the Bank in 1945 and in July 1949 he resigned his appointment. His case is not pressed by the Union.

(8) to (27).—These are cases of 20 bearers whose services were terminated as a measure of economy in the month of February 1949. An affidavit filed by Mr. R. B. Shah, Chief Accountant, shows that a large number of employees were kept on the books of the Calcutta office for the purpose of training because the Bank intended to open a few more local offices and send the trained men to those offices. The Bank applied to the Reserve Bank of India for permission to open more local branches but the application was refused in December 1948. As the number of subordinate staff retained in the Calcutta branches was more than was necessary, the Head Office decided to reduce the staff to the number necessary for the needs of the Calcutta offices. Accordingly, the Head Office directed that men over 50 should be discharged in preference to younger men; that men with bad records should be discharged in preference to others and that after the last two categories the juniormost men should be discharged. This policy was, accordingly, carried out and these twenty bearers now under consideration came thus to be discharged. We find that the said discharge was necessitated by the circumstances and we give no directions.

V. *Bengal Central Bank, Limited*.—

(1) *Nilendra Chandra Datta*.—He was a ledger keeper in the Head office and he was dismissed on the 28th October 1948 with effect from the 9th October 1948, being on leave at the time. He was appointed in 1946 and transferred to Calcutta in January 1948. He was elected to the Executive Committee of the Employees' Association. It is said that he had been suffering from gastric troubles for a long time and applied for leave from the 6th to the 8th October 1948, enclosing a medical certificate and stating that if necessary a fresh medical certificate would be produced; that owing to his gastric trouble he had had to take casual leave in August and September on four or five occasions; that his physician had advised him to have an immediate change of climate and to stop taking meals in the hotel in which he was staying at Calcutta; and that his family being at Ranchi he left for that place on the 8th October and on the 18th October he applied from Ranchi for leave for one month, enclosing a medical certificate. The Bank on getting his first application for leave sent a doctor to his place to examine him. On the 8th the said doctor went to his Calcutta address but could not find him at home. He learnt from one Tara Prasad Nag that Datta though in good health he had been absenting himself from office and that he (Datta) would be going to Ranchi on the same evening for about a month. The Puja holidays commenced on the 9th October and ended on the 14th October, both days inclusive. With the leave application dated the 13th October which Datta sent from Ranchi was enclosed a medical certificate from one Dr. N. C. Sen which appeared to the Bank to have been written at Calcutta. As Datta was at Ranchi on the said date the Bank treated this certificate as false. It also considered the report made by an officer of the Bank who had been to Ranchi during the Puja holidays, in which he had stated that he had seen Datta "always roaming about in the streets" at Ranchi and that he did not appear to be sick. On consideration of all these facts the Bank decided to terminate his services and this was done with effect from the 8th

October 1948. On the 28th October 1948 the Bank addressed to him a letter saying that the management had decided to terminate his services on the following charges:—

“(1) You were absenting yourself from the 6th instant and applied for leave for 3 days only from 6th to 8th *idem*. But instead of resuming your duties on the 9th instant, you have been overstaying till now without notice.

“(2) Our Medical Officer Sj. Manilal Gupta was sent to your address for examining you. But he could not find you at home. On enquiries at your residence the Medical Officer came to know that nothing was wrong with you. It is, therefore, evident that you knowingly submitted a false medical certificate.

“(3) It is reported that you are now seen loitering in Ranchi apparently in good health. It appears you left Calcutta without prior sanction of Head Office.

“(4) Our letter No. 222OG/1126 of the 15th/20th instant, demanding an explanation for your above conduct has not been replied by you within a reasonable time.”

In the first of the above charges it is stated that Datta should have resumed his duties on the 9th October. This is not correct because the Puja holidays were from the 9th to 14th October. He applied for one month's further leave from the 13th October, evidently hoping that the leave would be sanctioned, and it may not, therefore, be said that he was overstaying “without notice.” As to the second charge the Bank appears to have relied on what a third person said to the Medical Officer who was sent to Datta's residence in Calcutta on the 8th October. There can be little doubt that Datta had gone to Ranchi for his health, having been advised to do so by his doctor. The Bank, in our opinion, should not have placed reliance on what an unknown person told the doctor regarding Datta's health. As to the medical certificate wherein “Date Calcutta, 13th October 1948”, was written, it could not be conclusively regarded as a false certificate, for a false certificate could have been sent from a medical practitioner at Ranchi. The word “Calcutta” at the head of the medical certificate, in all probability, occurs there because the doctor who gave the certificate took the printed forms on which he used to write certificates while at Calcutta. In any case, before jumping to the conclusion that the certificate was false the Bank should have certainly given an opportunity to Datta to meet such a serious charge. As to his having been seen loitering at Ranchi, apparently in good health, a person suffering from gastric troubles may not at all times remain confined within his residence, and as the gastric pain is not necessarily continuous he might be found walking on roads in Ranchi; and an outsider might get the impression that he was enjoying good health. As to Datta not having replied to the Bank's letter dated the 15th/20th October, the explanation furnished on his behalf is that the said letter reached him at Ranchi on the 27th October and that on the 8th October he replied to the said letter. In answer to that letter the Bank said that they had nothing further to add to what they had already said. The Managing Director of the Bank has filed a copy of a letter which he addressed to the Bengal Central Bank Employees' Association on the 28th February 1949 regarding this employee's case. There he has quoted at length opinions given by different officers regarding this employee's work, some of which were adverse to him, and also referred to certain other incidents suggesting that he was an unsatisfactory employee. He has stated, “The management could have justifiably dismissed Sj. Datta on various occasions reported above but did not wish to take drastic steps hoping that he would improve.” These opinions and incidents, however, do not form the basis of the specific charges on which his services were terminated, and in our opinion they should not be taken into account.

As to the four charges levelled against him, some of which were serious, Datta was given no opportunity whatever to explain and when he did so, the Bank replied that they had nothing to add to what they had already said. It is said that the employee is still suffering from gastric troubles. We have come to the conclusion that the order of discharge passed on him was unduly harsh

and not necessitated by the circumstances. We direct that he should be given the maximum leave with such pay or partial pay as might be admissible to him from the 8th October and that thereafter he should be regarded as having been on leave without pay up to the end of March 1950. If within this day Datta is able to send a medical certificate of his fitness to do his former work he should be reinstated within seven days thereof on his former pay. If he is unable to send such a medical certificate within the said date he should be regarded as discharged from the service of the Bank with effect from such date.

(2) *Birendra Kumar Biswas*.—He was appointed as a godown keeper for a godown belonging to one S. K. Majumdar. The cash credit account of Majumdar was transferred from the Rangpur branch to the Jalpaiguri branch and after sometime the Manager of the latter branch transferred him to another godown belonging to the Coochbehar Oil Mills. The cash credit accommodation of the said mills was subsequently discontinued by the Bank and thereupon the services of Biswas were dispensed with. The Bank has stated that godown keepers are appointed on a purely temporary basis, their services being liable to be terminated at any time and that they are terminated when the account relating to the godown is closed. It seems that Biswas was transferred to the Coochbehar branch at his own request as he was not keeping good health at the first godown and that the services of a temporary godown clerk “is dependent on the continuance of cash credit arrangement of the account to which the godown clerk is attached”, as stated by the Manager of the Bengal Central Bank in a letter addressed by him to Biswas on the 11th June 1949. In the circumstances of this case, we do not think we can interfere.

Three more cases were filed by the Association of the Bank's Employees, but they all arose after the 13th June 1949 and are, therefore, not within our jurisdiction.

VI. Imperial Bank of India.—

(1) *N. C. Chowdhury* and (2) *Surendra Prosad Mishra*.—These cases of two employees who were Cashiers in the cash department relate to their dismissal by reason of the fact that the Head Cashier refused to take responsibility for them and wanted them to be removed because in certain bundles signed for and vouched by N. C. Chowdhury there was a shortage of Rs. 1,116 in non-issuable notes and in certain other bundles signed for and vouched by Surendra Prosad Mishra there was a shortage of Rs. 997. According to the practice in the cash department a Cashier at the end of the day's work puts in bundles each containing issuable and non-issuable notes of the value of Rs. 100, with a slip attached to each bundle showing the name of the Cashier from whom this bundle came. Upon the receipt of the notes, according to the said practice, the Head Cashier, after counting them, keeps them in the strong room which is kept under lock and key by the Head Cashier and the Accountant; and the non-issuable notes are in course of time transmitted to the Reserve Bank for necessary action. From the Monghyr Branch such notes were sent to the Reserve Bank office at Kanpur. There was formerly a rule that a person should accompany the remittance from the remitting branch in whose presence the notes were counted, but that rule having been discontinued since 1944, various shortages were being complained of after the counting in the Reserve Bank office at Kanpur, where the counting was done by the Poddar of the Reserve Bank in the presence of the Poddar of the local Imperial Bank Branch. These men had been protesting against this kind of counting since 1944, although the shortages had previously been small; but they had to compensate the Head Cashier in respect of their respective quotas as the Head Cashier had to compensate the Bank for the shortages. This time, however, the shortage having been a very large sum, the employees refused to pay and their complaint is that the Bank authorities should rectify the system of counting at the Reserve Bank so that these employees' interests would be protected. According to them their responsibility ceased when they made over their bundles to the Head Cashier whose business was to take them over after duly verifying them. The two employees were given an opportunity of resigning from the Bank's service, but as they refused to do so the Bank terminated

their services after paying them one month's salary in lieu of notice. This course was suggested by the Head Cashier who said that it was impossible for him to accept responsibility for them, adding, "There were six cashiers working, and the pressure of work being generally heavy it was not possible for me alone to check up all the bundles of the six persons in one hour between 4 p.m. and 5 p.m. when the strong room had to be closed and reliance in good faith was kept on these men; as no sound administration can deny at least some amount of reliance and faith amongst its workers any more than it can inculcate (?) its discipline and integrity". Mr. Roy Chowdhary who appeared for the employees has contended that it was not likely that the men who had to sign the slips would risk detection and that under the rules all the bundles should have been counted by the Accountant and the Head Cashier. He suggested that the notes might have been stolen at Kanpur and that at least the Head Cashier was partly responsible for the loss, being responsible for the department as a whole. These two men were money-testers who had given security to the Head Cashier, who in his turn had given security to the Bank. In view of the large number of notes that were sent daily from Moghyr branch to the Kanpur branch it was obviously not possible for the Head Cashier to count all the bundles himself. In these circumstances a good deal of reliance had to be placed on the money-testers, and even if in this case the money testers were not responsible the Bank appears to have acted on the view that it had to act in such manner that the shortage in notes was stopped or reduced in consequence; and in any case, according to the Bank, a great deal of suspicion attached to these men. We think, however, that the difficulty in fixing the responsibility on specific individuals was largely due to the old practice of counting the notes in the presence of a person accompanying the remittance having been abandoned. That being our view, we do not think that the two employees in question should have been penalised by being dismissed or discharged. In the circumstances we direct that they should be taken back into the service of the Bank within one month of the date with effect from which the Award will become operative and that each of them should be paid his full pay and allowances in respect of the six months prior to his reinstatement. If necessary, the two junior-most Cashiers in the department may be suitably dealt with as no longer required by the Bank owing to our directions in this case.

VII. Hindustan Commercial Bank Limited.—

There are four cases of dismissal by this Bank as alleged by the employees. The employees are Adhir Ranjan De, Dinesh Chandra Bhowmick, Kumud Bandhu Chatterjee and B. L. Gupta. The ground of the dismissal of these employees is their alleged complicity in a criminal conspiracy in some Bank fraud cases involving altogether Rs. 8,500.

B. L. Gupta.—B. L. Gupta who was a ledger keeper has not appeared before us. He was suspended on the 22nd August 1949, and his case, is, therefore, one with which we have no jurisdiction to deal. We, therefore, make no order in his case.

Adhir Ranjan De.—He was appointed at the Kanpur head office in 1943 and posted to Calcutta on a salary of Rs. 130 per month plus dearness allowance in the cash department. Between December 1948 and January 1949 several Bank fraud cases were detected and the matter being reported to the police De was arrested on 24-5-49 and released on bail on 27-5-49. Thereafter he wanted to resume his duties but the Bank suspended him and informed him that he would not be allowed to resume unless he was "exonerated by the police authorities." On 18-9-49 the police considered that there was no sufficient evidence against him and he was discharged by the Chief Presidency Magistrate. Thereafter he applied for permission to resume his duties but was informed on the 5th October 1949 that his name had been removed from the Bank's pay roll with effect from the 24th May 1949, the date of his arrest, and that the excess salary and allowances paid to him was deducted from his contribution to the Bank's Provident Fund.

His case is that he was falsely implicated because he was appointed direct by the Head office at Kanpur and posted at the Calcutta office without any reference to the

Calcutta Agent of the Bank and he was, therefore, in the Agent's bad books from the beginning of his career. The Bank's case is that he was the man in charge of the Cash department, that three withdrawal slips in the account of K. S. A. Raman dated 12-1-49, 17-1-49, and 24-1-49 for 1,000, 1,000 and 700 rupees respectively contained forged signatures of the constituent and that the forgery must have been committed by him. The Bank's opinion was based on the opinion of a hand-writing expert, on the fact that there were several fraud cases during the short time when he was in the department and his duty to pass cheques as the Passing Officer, and other circumstances. In the opinion of the Bank he was the brain of the conspiracy.

Dinesh Chandra Bhowmick.—He was a ledger keeper and was arrested on the 25th May 1949. He was getting a salary of Rs. 111 plus a dearness allowance of Rs. 35, and he got an increment of Rs. 7-8-0 with effect from 1st January 1949, which, however, was not paid when he drew his salary for the last time. He was suspended on the 27th May 1949; and he, too, was discharged by the Presidency Magistrate. He was informed on the 7th October 1949 that he was not going to be reinstated. The case of the Bank is that he being the person in charge of the specimen signature cards it was his duty to verify the signatures on the passed cheques or withdrawal slips presented to the Bank by its constituents. There is an account in the name of Major Chadha and from his account a sum of Rs. 5,000 was withdrawn by a slip dated 8th February 1949. The writing "five thousand only", on the slip and the name "P. Sur" on the back thereof, as also the name "K. B. Banik" written on the back of a slip dated 24th January 1949 in respect of the withdrawal of a sum of Rs. 1,000 from the account of Mr. K. S. A. Raman, were, according to the Bank, forged by him. That was the opinion of the hand-writing expert also. Certain other circumstances, viz., a conversation that Major Chadha had with him as to the procedure for withdrawal of sums of more than Rs. 5,000 and the intimation of his intention to withdraw Rs. 5,000, as well as the fact of Major Chadha's leaving the pass book with him are relied upon by the Bank as substantial circumstantial evidence. There are two facts which must be mentioned, namely, that the sum of Rs. 5,000 was allowed to be withdrawn by the Agent Mr. Puri against the rules of the Bank and that thereafter his connection with the Bank ceased. There was also fraud in connexion with a cheque for Rs. 800 alleged to have been signed by Mr. Puri. In that connexion the facts relied upon by the Bank are that Mr. Puri sent a letter enclosing a cheque book containing four unused cheques for transferring his account to Allahabad, that one of these cheques was used for withdrawing the amount from his account, and that Bhowmick came to be in possession of the said cheque book and did not send any reply at first to Mr. Puri's letter, but after a reminder sent a reply, not to the address given by him in his letter but to the address noted in the Pass Book; this was done, according to the Bank, with a view to getting sufficient time to perpetrate the fraud.

Kumud Bandhu Chatterjee.—He was a ledger keeper and his duties were to post entries in the ledger. He was arrested on 1st March 1949 and although discharged on 20th July 1949, for reasons similar to those in the previous cases his reinstatement was refused by the Bank. The Bank's case is that a letter purporting to have been written by Major Chadha on 9th February 1949 regarding the withdrawal of a sum of Rs. 4,000, which led to the detection of the fraud cases, was typed by him on the Bank's typewriter, that he came to the office at 8-30 A.M. and after he had typed the letter he demanded the ledger book from the Jamadar, although the Bank was not open to transact business. The Bank, therefore, suspected his complicity with the other three people mentioned above.

In all the above three cases we must presume that the Bank produced all the available evidence before the police during the investigation of the cases; but after such investigation had failed to confirm its suspicion it proceeded to deal with the three men concerned without the assistance of the conclusions arrived at by the police. All three of them knew full well the grounds of the Bank's suspicions and must have stated their defences during the investigation. The question now arises, what order we should make in

regard to these persons. It is not the case of any one of the men that the Bank had any grudge or grievance against him prior to the suspicions having been aroused against them for complicity in the offences. As the Bank entertained reasonable suspicions against these people, it would not be in a position to trust them any more in connection with any work if they are ordered to be reinstated, and in the absence of such trust they would feel that they were not being properly treated by the Bank and would be unlikely to take proper interest in any work they might be entrusted with. But we are of opinion that the circumstances of these cases were such as to justify the Bank's action in terminating their services. The Bank, in its own interest and that of its constituents, is bound to see that its transactions with the public are not unnecessarily endangered by the entertainment on its staff of persons whom it is unable to trust. We, therefore, make no order in these cases.

VIII. *Lloyds Bank Limited.*—

The cases of alleged victimization are 62 in number, including 40 cases of dismissals made on the 26th October 1948, eleven cases in which the employees were forced to retire and eleven cases in which the employees concerned were criminally prosecuted and convicted under section 26 of the Industrial Disputes Act. Mr. M. M. Sen who appeared for all these men has not pressed the eleven cases of forced retirement and the eleven cases of dismissal on conviction. The circumstances in which 40 employees were dismissed by the Bank have to be set out in some details and are as follows.

On the 17th January 1948 the Government of West Bengal referred certain industrial disputes which had arisen between the Bank and the clerical and subordinate staff to a Tribunal and the proceedings of the said Tribunal were pending at the date on which the 40 men were dismissed. The employees of the Central Bank of India were dissatisfied with the manner in which that Bank had given effect to an Award which had been made on a dispute between it and its employees, and considering that the Bank was not implementing the Award the said employees went on strike. On the morning of the 16th August 1948 the Secretary of the Lloyds Bank Indian Staff Association (Calcutta Branches) met the acting Branch Manager of the Bank's Branch at Netaji Subhas Road and intimated to him the decision of his Association to resort to a strike in sympathy with the Central Bank of India employees to be commenced on the 17th August 1948. On the 15th August the Government of West Bengal had issued a press communique in which they stated that they had learnt with regret that attempts were being made to stage a sympathetic strike on the 17th August of all the Bank employees and that such action would be in furtherance of an illegal strike and, therefore, would also be illegal. Government hoped that any such illegal and anti-social action would be avoided. On the 16th August the Bank issued an office notice to its staff drawing attention to the Government's communique and pointing out that the staff had no concern with the dispute between the Central Bank of India and its employees. The notice concluded with these words:

"The Management regret the necessity of again having to bring to the notice of the Staff that if any member of the staff absents himself without permission or without good or sufficient reason, he will not be paid for the day or days on which he absents himself, and that by reason of his so absenting himself he is liable to be treated as having wrongfully rescinded his contract, in other words as having voluntarily terminated his services with the Bank."

On the same day the Association issued a notice to all its members in which it was stated, "As the Bank Authorities have threatened the staff individually to deduct one day's pay for 17-8-1948 the Association hereby direct each and every member of the staff not to handle on 18-8-48 any work which will be accumulating on 17th August 1948". On the 17th August all the members of the staff went on strike. A similar strike was also observed by the employees of the other Banks in Calcutta, including employees of the Reserve Bank.

On the 18th August the Manager of the Calcutta Branch issued a notice to the employees who had absented themselves on the 17th August stating that they had committed a breach of the terms of their terms of service and saying, "The Bank does not condone that absence and fully reserves its right to take disciplinary action after making such enquiries as it deems necessary. In respect of those employees who are not dismissed, a note of this illegal absence will be made in their service records and they will not receive any salary or emoluments for the day on which they were absent." The Bank authorities also addressed letters individually to the members of the staff calling upon them to show cause in writing on or before the 25th August why they "should not be dismissed, discharged or otherwise punished for having—

- (a) committed a breach of your terms of service with the Bank by your absence without permission on the 17th instant;
- (b) participated in an illegal strike;
- (c) instigated or incited other employees to take part in an illegal strike;
- (d) acted otherwise in furtherance of an illegal strike."

In reply the employees said that each of them had acted in obedience to the direction of the Association and as such they denied the charges levelled against them. On the 19th October 1948 a complaint was lodged in the Court of the Chief Presidency Magistrate against 11 members of the staff for going on an illegal strike and inciting others to do so, under section 26 and section 27 of the Industrial Disputes Act 1947, and they were suspended. This trial resulted in the conviction of those 11 persons for the offence of going on an illegal strike, and the convictions were afterwards upheld by the High Court. On the 19th October the Working Committee of the Association passed a resolution to the effect that unless the criminal prosecutions and the suspension orders were withdrawn by the management at 10.30 A.M. on the 20th October 1948 the members of the staff would cease to perform their normal duties after the expiry of the said period. A copy of the resolution was sent to the Manager who issued a notice on the same day warning the members of the staff that if they refused to perform their normal duties they would be participating in a strike and would thereby render themselves liable to a criminal prosecution, and/or to such other action as the Bank might be advised. The management also drew attention of the members of the staff to the fact that the prosecutions of certain members of the staff had been authorised by the Government of West Bengal and said that any attempt to compel the withdrawal of such proceedings would be regarded as a subversive movement. The employees attended the Bank on the 20th October but participated in a sit-down strike. The General Manager (Eastern Branches) on that day issued a notice to the members of the staff stating that only those members of the staff who undertook to carry out the normal duties would be allowed admission to the Bank premises with effect from the next day, i.e., the 21st, and that any employee who failed to give such undertaking and/or to perform his normal duties would be liable to summary dismissal. On the same day there was a discussion between the parties and the Labour Minister and officials of the Labour Department and the Bank made the following offer: "If the strike is called off with immediate effect the Bank will take no action whatsoever as regards the strike of today, the 20th October 1948. Regarding suspension, the persons already suspended will remain suspended." On the 21st October the members of the staff attended their offices and some of them gave an undertaking to carry out their normal duties verbally, but the majority gave no such undertaking and again resorted to a pen-down or sit-down strike. On the same day a notice was given by the General Manager material parts of which are as follows:

"Having regard to this breach of undertaking the Management considered it necessary to call upon members of the staff who continued such strike today to sign a written declaration to the effect that they would perform their duties loyally and conscientiously and would not participate further in the strike. Passes have been issued to those members of the staff who have signed such declaration as well as to members of the staff who have not taken part in the strike and admission to the Bank

tomorrow will only be granted to persons who are in possession of a pass.

* * * * *

"Having regard to the fact that the majority of the members of the staff failed to honour the verbal undertaking given by them this morning, the Management regret it is necessary to warn the staff that they will have no alternative but to summarily dismiss any member who signs the declaration referred to above but who continues to participate in the pen-down strike after the date of this notice."

On the 22nd October the General Secretary of the Association sent a letter to the Manager of the branch at Netaji Subhash Road stating that the general staff would resume their normal duties on that day. Accordingly, the employees attended their office on that day, but the Manager issued an office notice on the same day stating that in order to bring up-to-date the arrears of work because of the pen-down strike on the 20th and 21st October the staff would be required to work additional hours on Saturday as well as the whole of the next week, no remuneration, i.e., either tea money or overtime, being payable for such additional work. On Saturday the 23rd October also the staff attended office but refused to work overtime. According to a press communiqué issued by the Government of West Bengal the Bank authorities agreed to take no action as regards the strikes of 20th and the 21st October if the strike was called off immediately and the staff resumed normal work, on the 22nd October, that this was conditional on all members of the staff agreeing, if required by the Bank, to work on Saturday afternoon and Sunday, i.e., the 23rd and the 24th October to bring up the arrears of work caused by the 2 days' strike; or alternatively, instead of Sunday during the evenings after normal office hours, of the following week; and that the Secretary of the Association agreed to consider the offer and later on the same night telephoned to the Joint Secretary to the Labour Department to say that the Association had agreed to the terms of the settlement and would resume work the next day.

On Monday the 25th October 1948 the Bank authorities issued notices to the members of the staff stating that by their gross misconduct (a) in participating in a strike on the 20th and 21st October and (b) by refusing to obey orders on the 23rd October they had rendered themselves liable to summary dismissal and that such action would be taken unless (a) each of them signed and abided by a declaration of loyalty as furnished with the letter (reproduced below) and (b) each of them agreed to work overtime and perform such overtime work as might be necessary in the opinion of the management to bring up-to-date the arrears of work that had accumulated as a result of the strike above referred to. It was further notified that as the workmen had refused overtime on the 23rd October the offer previously made to pay their salary for the 20th and the 21st October was withdrawn, and that in the event of their failing to comply with the terms of either or both of the above-mentioned conditions each of them would be summarily dismissed without further notice. Lastly, it was stated in the notice that admission to the Bank on the next day would be contingent on presentation of either a signed loyalty declaration or, in the case of such employees as had already demonstrated their loyalty, passes which had been issued to them. The undertaking that each member of the staff was called upon to sign was in these words:

- "(1) I will at all times discharge my duties as an employee of the Bank loyally and conscientiously.
- (2) I will at all times be regular and punctual in my attendance at the Bank and will carry out all orders given to me by my superiors.
- (3) I will at all times duly abide by all rules of the Bank presently in force or which may be framed in future.
- (4) I will not henceforth participate in any illegal strike.

I make this undertaking fully understanding that any breach of the terms hereof will render me liable to disciplinary action which may amount to summary dismissal."

None of the employees signed this so-called declaration of loyalty.

On the next day, the 26th October 1948, the members of the staff were given individual notices of dismissal and an advertisement was published inviting applications for the vacancies that had occurred. The advertisement stated that "applications for employment would be entertained from ex-employees of the Banks and preference would be given to such applications, although no undertaking as to re-engagement could be given." On the 29th October 1948 the President of the Lloyds Banks Indian Staff Association (Calcutta Branches) sent a letter, to the Management of the Bank referring to the settlement which had been arrived at at the intervention of the Minister of the Labour Department on the 20th October and pointing out that the members of the staff had called off the strike accordingly and resumed their work on the 22nd October and that there was no term in the settlement that the extra time that the employees might be required to work would be dictated by the Bank. He further pointed out that on Monday the 25th October the clerical staff had made up more than three quarters of the arrears and would have finished the balance within a short time, so that the conduct of the Bank authorities in issuing a notice on the 22nd October regarding the extra hours in which the staff was to work and requiring the employees to sign the bond was altogether unjustified and arbitrary. It was also stated that the Bank had resorted to an unjustified lock-out which should be withdrawn immediately. On the 30th October 1948 the General Manager (Eastern Branches) sent a copy of this letter to the Labour Commissioner, West Bengal, stating that the statements that the arrears of work had already been made up to a considerable extent and that it was not within the Bank's province to decide when extra time should be worked, were not in accordance with facts. The Bank denied that there had been a lock-out as all were free to enter the Bank premises on the 26th provided they signed the loyalty declaration and abided by the terms thereof. On the 3rd November the management began to interview the new applicants for the vacancies, some of whom were ex-employees, who numbered 474. The Bank re-employed 434 out of the said ex-employees, and the present grievance is with respect to the remaining 40 men.

Whatever differences existed between the parties up to the 21st October were settled by the settlement arrived at at the intervention of the Labour Minister of the Government of West Bengal on the evening of the 21st October. It is a pity that the terms of the said settlement were not at once reduced to writing and signed by the parties. According to the Association the settlement was arrived at in the following terms:

- "(a) that the Bank will not take any step against any of the staff (other than those against whom criminal proceedings had been started) for any act done by them.
- (b) That the employees who had taken part in the pen-down strike will be paid their salaries for those 2 days.
- (c) That the employees would make up the arrears of work, which had accumulated during the pen-down strike, by working extra hours if necessary without remuneration.
- (d) That the employees would not be required to sign any declaration or undertaking.
- (e) That the employees will call off the pen-down strike."

According to the Bank at the said meeting the Bank Manager agreed not to take any steps against the members of the staff (other than those who had been criminally prosecuted) on the strike being called off immediately subject to the further condition of the "members of the staff agreeing, if required by the Bank, to work on Saturday afternoon and on Sunday the 24th October to bring the arrears of work caused by the two days' strike; or alternatively instead of Sunday, during the evenings after normal office hours, of the following week." This additional condition also appears in the account of the negotiations to be found in the press note issued by the Government of West Bengal at the time, which adds, "A copy

of this assurance given by Mr. Parker (General Manager of the Bank) was handed over to Sri Provat Kar, Secretary of the Staff Association, who said that the staff would consider the offer that night. Later that night Sj. Kar phoned the Joint Secretary, Labour Department to say that the Association had agreed to the terms of the settlement and would resume work next day." The staff resumed normal duties on the 22nd October. On that day the management issued an office notice to the effect that in order to bring up-to-date the arrears caused by the pen-down strike the members of the staff would be required to work additional hours on the following dates:

Saturday, 23rd October	up to 5 p.m.
Monday, 25th October to	
Friday, 29th October,	
both days inclusive	up to 7 p.m.

The Association has commented on this notice as follows:

"The arrears in work for two days pen-down strike was very little and it was not necessary for the employees to work so many extra hours for clearing the arrears. In fact the employees on the 22nd October completed nearly 80 per cent. of the arrears of work as in a Banking institution it is impracticable to perform day's normal duties without having completed the previous day's work because all the books in a Banking institution are posted in a date order and balanced daily. The above notice was served as a punitive measure in spite of the aforesaid agreement as it will be seen that these extra 13 hours will compensate 13 hours lost during the pen-down strike. The employees resented this as it was clear that the intention of the notice was to force employees to perform the extra work in connection with the annual closing which was scheduled to take place on the 31st October without paying any extra remuneration as a punishment for these two days' pen-down strike under the garb of implementing the terms of the agreement." On the 29th October the President of the Association wrote a letter to the Manager of the Bank in which it was stated that there had been no term in the settlement that the extra time that the employees might be required to work would be dictated by the Bank, and that by Monday (the 25th October) the staff had made up more than three quarters of the arrears. It is, however possible to take the view that both the parties acted honestly, the Bank authorities being anxious that the arrears should be finished by the end of the next week and being of opinion that they had the authority to prescribe what the extra hours should be, and the members of the Association feeling that this was an unjust imposition as the clearing of arrears might safely have been left to the members of the staff themselves. As a consequence, the workmen refused to do any overtime work on Saturday the 23rd October. This seems to have annoyed the authorities who on the following Monday, the 25th October, issued notices to the members of the staff saying that by participating in the strike of the 20th and the 21st (which was to have been ignored under the settlement) and by refusing to obey the orders passed on the 23rd instant (probably the orders as to overtime work made on the 22nd October are meant) each member had made himself liable to summary dismissal. Such dismissal was threatened unless the employees forthwith signed a "declaration of loyalty" and strictly abided by the terms thereof and also agreed to perform such overtime work as might be necessary to bring up-to-date the arrears of work resulting from the strike. Thirdly, the authorities withdrew the offer previously made to pay their salary for the 20th and the 21st October. Fourthly, it was stated in the notice that if any employee failed to sign the declaration of loyalty or to agree to work overtime as required he would be summarily dismissed without further notice. Lastly, it was intimated that the admission to the Bank on the next day would be contingent on presentation either of a signed loyalty declaration or of a pass already issued to an employee. The effect of this notice must have been provocative of a great deal of annoyance and resentment on the part of the employees. In the first place, it was stated that unless, the terms now presented were complied

with an employee "would be summarily dismissed without further notice." It was not even stated that they would be liable to be summarily dismissed or that any objections they might have to the said conditions would be considered before such drastic action would be taken, for the employees might easily have very strong objections to the terms of the undertaking they were called upon to sign. The terms of the said undertaking have already been set out above. The undertakings "...will carry out all orders given to me by my superiors" and "I will at all times duly abide by all rules of the Bank presently in force or which may be framed in future" are so wide in their connotation and significance that they might legitimately arouse the fear in the minds of the members of the Association that these undertakings, if signed, would enable the Bank in future to order that members should sever their connection with the Association or should be summarily dismissed in case they made any demand or take any action which was disliked by the authorities. This seems to us to be the main reason why not a single member of the staff signed the undertaking. It will, again, be seen that the announcement that the admission to Bank on the next day would be contingent on the presentation of a signed loyalty declaration or a pass amounted to a lock-out of such of the employees as did not sign the declaration or possessed passes. Besides, the statement that the authorities had withdrawn the offer made previously under the settlement to pay the salaries for the 20th and the 21st October was, no doubt, regarded as unjustifiable and as a going back on a settlement validly and properly made. In any case, as already pointed out, there were good reasons why the workmen did not agree to give the undertaking required by the authorities; but they were told beforehand, without a semblance of any realization that there could be any objection to the undertaking being given, that if the conditions sought to be imposed by the Bank were not complied with the employees would be summarily dismissed without any notice. Accordingly, on the 25th all the employees of the two branches of the Bank involved in the dispute, viz., those situated at Chowrahee and at Netaji Subhash Road, were dismissed from the service of the Bank.

It also seems to us that the prosecutions launched against 11 of the strikers was a drastic step, for it has been stated and not denied that though similar strikes occurred in other Banks on the 17th October, including the Reserve Bank, no such prosecution was launched by any of those Banks and the utmost punishment that was inflicted in such cases was to cut the pay of the strikers in respect of the day of the strike. It seems that it was the drastic nature of the step taken in prosecuting 11 employees that was the cause of the pen-down strike of the 20th October. As the matter had gone to a criminal court the workmen were probably not justified in asking for the immediate withdrawal of the prosecutions, which had been made at the instance of the provincial Government, although it was not beyond the capacity of the Bank to discover that the step taken by it had been too drastic as compared with the action taken by the other Banks and to represent to the provincial Government that they did not desire that the prosecutions should be proceeded with. In our opinion, the total effect of (a) the prosecutions, (b) the lock-outs of the 21st and the 26th October, (c) the requirement to sign the declaration of loyalty, (d) the withdrawal of the offer to pay the salary for the 20th and the 21st October, (e) the threats of summary dismissal held out in more than one of the notices, and (f) the Bank authorities' refusal to negotiate with the Association (the negotiations were carried or triangularly through the Labour Department of the provincial Government), if not (g) the order as to overtime work also, was unduly provocative. The initial strike on the 17th August might have been illegal as held by the Courts, but the Bank was at more than one stages prepared to condone it except in the case of those who had been convicted. On the other hand, it must also be said that in certain matters, for instance, in asking that the prosecutions should be immediately withdrawn and the pen-down strikes the members of the Association need not, one might also say that they should not, have adopted the attitude which they adopted from time to

time. But on the whole it seems to us that the conduct of the Bank authorities, when viewed in its proper perspective, seem to us to have been unduly harsh and drastic, and it is our considered opinion that employers who are capable of such conduct do not promote the best interests of the industry. The promotion of discipline among the employees is no doubt very desirable and necessary, but it should not be sought to be achieved by unduly harsh measures or an unnecessary show or exercise of power. In the interests of peace and harmony between the employers and the employees it seems to us that the bitterness and sufferings caused by the happenings of October 1948, should be now removed as far as possible. The whole thing originated in the strike of the 17th August, regarding which the Chief Presidency Magistrate has taken a lenient view, for he has imposed a fine of only Rs. 25 on each of the accused; whereas the 40 employees now under consideration, though they have not been prosecuted, have had to undergo a lengthy process of unsympathetic and provocative treatment at the hands of their employers, culminating in their dismissal. We are unable fully to approve of the conduct either of the Bank or the employees concerned in the matter, and we consider that it would be equitable if the 40 men are deprived of a part of their salary and reinstated subject to such a condition. We, accordingly, direct that the Bank shall reinstate them within one month of the date with effect from which this Award becomes operative and pay them their arrears of pay and allowances for the six months prior to such reinstatement.

K. C. SEN,
Chairman.

J. N. MAJUMDAR,
Member.

CAMP CALCUTTA,
5th January 1950.

New Delhi, the 18th January 1950

No. LR-2 (287)/I.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947) the Central Government is pleased to publish the following award of the Tribunal of which Mr. F. Jeejeebhoy was the sole Member, in the industrial dispute between the Atlas Assurance Company Limited, Calcutta, and their employees in the Calcutta Office:—

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

REFERENCE No. 8 of 1949.

Before F. Jeejeebhoy, Barrister-at-Law, Chairman.

PARTIES

The Employees of the Atlas Assurance Company, Ltd.,
Calcutta,

and

The said Employers.

APPEARANCES

For the Employees: Sri B. K. Chaudhury, with Sri
P. K. Ghosh of the Union.

For the Company: Mr. P. P. Ginwala for the Company.

AWARD

By Notification No. LR. 2(215)/II, dated the 18th August 1949, the industrial dispute between the Atlas Assurance Company Ltd., Calcutta, and their employees was referred to this Tribunal for adjudication.

It is necessary in limine to state shortly certain antecedent and material facts bearing on this adjudication. By a Notification of January 1948 the disputes between the employees of some 257 commercial firms in Calcutta and their employers were referred by Provincial Government of West Bengal to adjudication under the Industrial Disputes Act; and this Insurance Company was one of the parties to that adjudication. The Tribunal, to which the 257 References were committed, hereinafter referred to as the Mercantile Tribunal, decided to consider in the first instance the cases of the Bengal Chamber of Commerce and of Tatas; and it was agreed that the decision

of the Mercantile Tribunal as to these two cases would be regarded as the norm to be made applicable to the other concerns according to the requirements of each case. The Award of the Mercantile Tribunal in the cases of the Bengal Chamber of Commerce and Tata Iron and Steel Company and their employees has been published by the Government of West Bengal, and has established the general wage structure applicable *mutatis mutandis* to the other concerns before that Tribunal. That principal award in fact has been duly applied by the same Tribunal with necessary variations to the cases of several, but not all, Insurance Companies before it; no award had been made by that Tribunal as to this and a few other Insurance Companies prior to the promulgation of the Ordinance by which Insurance became a Central subject for the purposes of the Industrial Disputes Act. This Tribunal will therefore have to consider what ought to be the answers to the issues now raised by this Insurance Company before it.

I have no doubt that it would be unwise for me to depart, even if I were so minded, from the general conclusions of the Mercantile Award which has already been applied to several insurance companies in Calcutta; basic uniformity in wage structure is desirable in order that conflict of decisions in the same area may be avoided; this of course does not mean that variation of detail to suit individual concerns is excluded.

The Union has limited its demands in this Reference to the following three points:

- (a) Basic Pay and Grade,
- (b) Annual Bonus, and
- (c) Retiring Benefits.

(a) *Basic Pay and Grade.*—The employees of this Company include 12 clerks in Grade A, 35 in Grade B, 15 in Grade C, 6 ungraded, and 5 special. There are also 23 subordinate Class IV employees. The wage structure as at present existing is shown in Ex. 1. The clerks start at Rs. 60 and remain ungraded for 5 years rising to Rs. 76, there is then a bifurcation into grades C and B; grade C has an increment of Rs. 2 a year, whereas Grade B has an increment of Rs. 4 a year. The differentiation is explained by the management as reflecting the ability, efficiency and suitability of a clerk as ascertained at the end of 5 years of service. Grade A starts with Rs. 107 a month. It is contended by the employees that the clerks should start at a salary of Rs. 70 a month and that the scales and grades B and C provided in the Mercantile Award should be applied, *viz.*:

				Rs.
Grade A	...	...	160—10—260	
B	...	...	110—7—180	
C	...	...	70—4—134	
D	...	...	70—3—130	

Grades B and C of this Company proximate to Grades C and D of the Mercantile Award, whereas Grade A of the Company corresponds to Grade B of the Mercantile Award. As I have said before, in addition to these grades, the Company has certain clerks who are on a special grade, and it is not my intention to touch them.

The employees also ask that the terms of the Jardine Henderson award should be applied to them, and they maintain that this Company has always been an integral part of Jardine Henderson Ltd., that it carried on business in the same office, adopted the same terms and conditions of service for its staff, and that there is nothing to differentiate them. It is, however, clear that this Company is in no way connected in business or as to staff with Jardine Henderson Ltd. beyond the fact that the latter are one of the Agents of this Insurance Company.

Both Jardine Henderson and this Company had been giving ration shop facilities to their employees, as well as free tea and tiffin. According to the owners, the former facilities cost Rs. 35 per head per mensem, and the latter Rs. 18 per head. Jardine Henderson have discontinued the rations subsidy, which I am told had been introduced at the time of famine, and this Insurance Company now before me has decided to discontinue the same concession, and has been so far precluded from doing so by the pendency of this adjudication.

In dealing with this question of Canteen and tiffin, the Mercantile Tribunal has held that since the Tribunal was fixing a healthy wage structure, the claim for tiffin is

an *ex-gratia* payment depending on the goodness of the firms; as there could be no compulsion in goodness the matter was left outside jurisdiction; in other words the question of additional benefits like food concessions and tiffin was considered not to be a part of the wage structure, and in pursuance thereof the Mercantile Tribunal abolished the system of giving subsidised rations in the Jardine Henderson Award.

The employees are willing that the clerks should start at Rs. 60, provided that the food-subsidy concessions are maintained; otherwise they claim that Rs. 70 should be the starting figure with Rs. 4 increment a year; they have not pressed any claim as regards the special grades. The owners are willing to adopt Grades B and C of the Mercantile Award, but have made it clear that in any event they do not propose to continue the ration shop; and they do not undertake to provide free tea and tiffin unless the present wage structure is maintained. To this the employees are not agreeable; such being the case, I fix Rs. 70 as starting pay of the clerks. In future this Company will have two grades, *viz.* grade B corresponding to grade C of the Mercantile Award, and grade A corresponding to grade B of the Mercantile Award. Special grades are left untouched, as there is no complaint about them.

As a corollary to the above I direct that all present clerks in the Company's grades B and C shall be amalgamated into one grade B, and they shall all receive a flat increment of Rs. 10, with future increments of Rs. 4. As to the Company's grade A clerks, they will similarly get a flat increment of Rs. 10 with future increment of Rs. 7. If after the said sums of Rs. 10 have been added, the salary of any clerk does not fall into any stage of the time scale, he shall be placed in the next higher stage, and this adjustment will not affect the claims of any employee to the normal annual increments. The employers are not under obligation to continue with the system of subsidised ration or free tea and tiffin. The graduate's allowance will be absorbed in pay and for future entrants this privilege will not exist.

The position therefore is that in the place of the two grades B and C (60—2—144 and 60—4—164) the new grade B will be 70—4—184. A suitable adjustment has been made in the last paragraph for the purposes of equalisation; but as the maximum of the new grade will be lower than the maximum of the two previous grades, I direct that in respect of the existing clerks in old grade B the maximum shall be Rs. 150, but if the present pay plus Rs. 10 allowed above exceeds Rs. 150, the higher amount shall be preserved to the employee but not so as to exceed Rs. 164. As regards clerks in present grade C and also those who are upgraded, the maximum will be the maximum of the new grade, *viz.* Rs. 184, unless present pay plus Rs. 10 exceeds that figure, in which case the higher amount shall be preserved to the employee but not so as to exceed Rs. 144.

(b) *Annual Bonus.*—The Mercantile Tribunal considered the question of bonus. As to fixed bonus (from the aspect of deferred pay) the Tribunal came to the conclusion that it was better that pay scales should be so adjusted that full salary would be available to the subordinates or clerks at the close of each month; and as the wage structure has now been fixed, nothing further is indicated as to this class of bonus.

As regards bonus in the nature of gratuity, it has been the practice of Calcutta firms to give a month's pay as annual bonus, generally at the time of the Pujahs. This Company has been following that practice and reserves to itself the right to give it. As this bonus is in the nature of gratuity, no specific order is indicated, although the owners do not appear to have any present intention of discontinuing this annual bonus.

(c) *Retiring benefits.*—This Company has had a Provident Fund since 1911 for the clerks with a contribution of 5 per cent. by both employers and employees; there has been no Provident Fund or other retiring benefit for the subordinate Class IV staff. The employees ask that the contributions of both sides to the Provident Fund

should be raised from 5 per cent. to 10 per cent. in the case of clerks, and that in the case of the subordinate Class IV staff there ought to be a Contributory Provident Fund of 6½ per cent. The owners are willing to start a Contributory Provident Fund for the subordinate Class IV staff at the rate of 6½ per cent; as regards the clerical staff the Company is willing to increase the rate of contribution from 5 per cent. to eight and one-third per cent., but is not prepared to go any further.

According to the Mercantile Award, as subsequently applied by the Mercantile Tribunal to several insurance companies, the Provident Fund is to be constituted out of 10 per cent. of the employees' salary with a contribution of a like amount by the employers, and in the case of the subordinate Class IV staff, the percentage is to be 6½ per cent. In the case of certain firms the Mercantile Tribunal has reduced the contribution in the case of clerks from 10 per cent. to eight and one-third per cent where special circumstances existed to justify it; no such circumstances exist in the case of the firm before me.

It is too late in the day now to question the propriety of giving the employees a Provident Fund to which the employer has to contribute as much as 10 per cent; it has been so decided by the Mercantile Tribunal and has been applied to most of the concerns before it, and it would be regarded as invidious if the same principle was not applied to this Company. Whatever my views on the subject may be, I feel that in the interest of uniformity, and with a view to avoiding discrimination between employees similarly situated, I cannot but follow the 10 per cent formula.

I therefore direct that the contribution of the employers and of the employees to the Provident Fund shall be 10 per cent. in the case of clerks and 6½ per cent. in the case of subordinate Class IV staff.

It is urged before me by the employees that I should order the payment of gratuity on retirement to the members of the clerical staff at the rate of a month's pay for every year of service, and for the members of the subordinate staff at the rate of 15 days' pay for each year of service, up to the date of the commencement of this award, on the basis that the employees had been deprived of their just dues in the past in the shape of an adequate Provident Fund.

The Provident Fund for the clerks was started as far back as 1911, which means that all the present clerks of the firm are covered by that Provident Fund. As regards Class IV staff their Provident Fund will only now commence.

In connection with this claim for gratuity, I have been referred by the Union to the award of the Mercantile Tribunal in the case of the Phoenix Assurance Company Ltd. but I do not think that that award can aid the Union in the claim it has advanced. The Phoenix Assurance Company had been giving a pension at the discretion of the Company in the absence of any pension fund, and there was apparently no Provident Fund in existence; in that case the award granted to the employees a gratuity for the period prior to the inauguration of the Provident Fund, and this gratuity was to be held by the Company and paid to the employees along with the Provident Fund money at the appropriate time.

I do not propose to make any order for such gratuity in the case of the clerks. As has been pointed out in the award of the Caledonian Insurance Company and the Century Insurance Company: "each and every scheme cannot be projected 20 years back or so". Furthermore, if it is suggested that the 10 per cent. Contributory Provident Fund should have existed from its very commencement in 1911, the answer may well be that such a high rate of contribution had never been accepted in the past, either by the Government or in commercial circles, and that it is reasonable to suppose that in the past the rate of contribution to the Provident Fund reflected the monetary and service values of the time.

The case of the subordinate Class IV staff is different. They have had no retiring benefit preserved for them, and their Provident Fund is just about to start. I direct that as and by way of retirement benefit, and as an addition to the Provident Fund which they may earn, the Company shall pay on retirement to members of the subordinate Class IV staff a gratuity at the rate of half month's pay for each year of service for the period from the commencement of service to the date of the institution of their Provident Fund. The gratuity shall be calculated on the pay of the employee immediately prior to the making of this award.

By agreement this award shall be deemed to come into force from the 15th August 1949.

Copy of Exhibit No. 1 is attached to this award.

NOW, THEREFORE, THIS TRIBUNAL MAKES ITS AWARD IN TERMS AFORESAID, THIS THE 8TH DAY OF DECEMBER 1949.

F. JEEJEEBHoy,

Chairman,

Central Government
Industrial Tribunal, Calcutta.

Exhibit 1

ATLAS ASSURANCE COMPANY LIMITED

Insurance of all classes is the business carried on.

Whilst we know of no circumstances connected with our particular business which call for consideration in this context, it is the case that the nature of the business is such that the purely clerical work calls for no very high qualities of intellect, the more so as all technical functions, except those of a simple kind which are stereotyped, are performed by members of the staff above the clerical grade.

2. For the purposes of pay, clerical staff is divided into three Grades and a Special Class. The Special Class consists of those, the quality—and in some cases the combination of quality and length—of whose services are considered by the management to merit reward superior to that to which they would be entitled if placed in a Grade.

The Grades and scales of pay observed are based on, but are a modification of, those recommended by the Chamber.

The management has in the past shown sympathy with those whose services were below standard—particularly when such was the case through no real fault of their own—but who have spent some time in the service of the Company, and every endeavour has been made in such cases to avoid the termination of services and the hardships commonly consequent thereon. Naturally, however, in fairness to the Company and to fellow workers, the same encouragement could not be given to such employees as to others whose services were of greater value. The definitely sub-standard employee so described will consequently be found in Grade C, the scale of pay attached to which is nevertheless, it is pointed out, superior to that of the Chamber's Grade D.

It is considered that we have no occasion for as many as four grades for clerical employees, as the work they perform does not vary greatly in the qualities and capacity it demands. To provide for such differences as can be said to exist in the capabilities necessary for the performance of duties, and to provide for the recognition of superior output and reliability, two grades, "A" and "B", are observed in addition to Grade "C", the principal purpose of which is described in the preceding paragraph. Beyond Grade "A" there is, too, the Special Class previously mentioned.

The scales of pay observed are as follows:—

CLERICAL STAFF				
Grades "B" & "C"			Grade "A"	
Year of Service	New appointment Rupees monthly		Year in Grade	Rupees Monthly
1	60		1	107
2	64		2	114
3	68		3	121
4	72		4	128
5	76		5	135
			6	142
	Grade "C"	Grade "B"	7	149
6	78	80	8	156
7	80	84	9	163
8	82	88	10	170
9	84	92	11	170
10	86	96	12	170
11	88	100	13	170
12	90	104	14	175
13	92	108	15	175
14	94	112	16	175
15	97	116	17	175
16	100	120	18	175
17	104	124	19	175
18	108	128	20	180
19	112	132	25	185
20	116	136		
21	120	140		
22	124	144		
23	128	148		
24	132	152		
25	136	156		
30	140	160		
35	144	164		

Additions to scale pay allowed are as follows:—

University graduates—Rs. 20 above scale.

Stenographers—Rs. 20 above scale.

In addition it is our current practice, when offering terms of employment to men with previous experience likely to be of some value in their work in this office, to award them a number of years "seniority for pay" according to the circumstances.

As regards the type of clerk employed the endeavour is made to select men of a good type from the viewpoint of character and general bearing. Generally, though there have been exceptions, Calcutta Matriculation standard is regarded as the minimum educational level. University graduates desirous of entering our employ are welcomed provided they recognise the necessity, always explained to them, of starting at the bottom along with others and showing in practice that the educational advantages they have enjoyed fit them for advancement at a faster rate than others. All candidates for clerical posts are interviewed before engagement by a senior officer.

As regards promotions, every man's performance is reviewed annually and, whenever, on the basis thereof, advancement to a higher grade, or to the Special Class, is considered to be justified, the advancement is made.

Menial Staff

Menial staff is remunerated on the same scales as are observed by Messrs. Jardine Henderson, Ltd. and such staff is engaged by them, though in some cases on the Company's pay roll.

3. Dearness Allowance.—The Chamber's scales are observed throughout.

3A. *Cheap Rations.*—Facilities are provided for the purchase of foodstuffs at concession rates. The cost to the Company of this privilege amounted to—

	Rs.
In 1943/44	56,235
„ 1944/45	25,965
„ 1945/46	22,334
„ 1946/47	26,090
„ 1947/48	31,250
„ 1948/49	20,797

4. *Bonus.*—These have been allowed from time to time, as an expediency only, with a view to affording assistance to the staff in times of difficulty. The payment of bonuses is not a method of partial remuneration of the staff with which the Company is in principle in agreement, and there is no present intention to make any such payments in the future.

Bonuses paid in the last five years are as follows:—

1944 January	One month's salary
„ September	Do.
1945 October	Do.
1946 August	Two months' salary
1947 August	Half month's salary
„ September	One month's salary
1948 June	Do.
„ September	Do.
1949 September	Do.

The Bonuses paid in June and September 1948 were specifically made subject to the understanding that, should the Tribunal rule that any Bonus must be paid, the payments made would be regarded as such compulsory Bonus or as a part thereof.

In addition, the Bonus paid in September 1948 was paid subject to the acceptance by each recipient of the following conditions:—

1. That the recipients acknowledge the payment as purely an *ex-gratia* payment which neither in amount nor in form should be regarded as establishing any precedent.
2. That the recipients acknowledge the payment as being made entirely within the discretion of Head Office both as regards payment and to those to whom it is paid.
3. That should any bonus or additional payment in whatever form—increased salary and/or dearness allowance excluded—be ordered by the Tribunal in respect of 1948, then the amount now to be given will be set off against the payment of such ordered sum, and
4. That any employee accepting the additional *ex-gratia* payment now declared will by such act have accepted the foregoing and will agree to be bound thereby.

Menial as well as clerical staff have received bonuses as above.

5. *Canteen and Tiffin.*—The staff are provided with a free tiffin, and Tea is served to them free.

The cost of these concessions works out at Rs. 18 per head per month.

A tiffin room, 593 square feet in area and equipped with tables and chairs, is provided for the use of the staff, as are also the utensils in which meals are served.

A choice of four menus is afforded and the time allowed for occupancy of the tiffin room is twenty minutes.

6. None of the allowances mentioned is granted.

7. *Medical Aid.*—The staff are allowed free medical attention from the resident physician, and the cost of medicines, other than patent medicines, prescribed by him is also borne by the Company. Two beds in the Mayo Hospital are available for members of the staff.

8. *Working Hours.*—10 A.M. to 5 P.M. on Monday-Friday, 10 A.M. to 1 P.M. on Saturday. No work on Sunday.

9. *Conditions of Service.*—Engagement is rendered subject to one month's notice of termination on either side and is subject to the employee becoming a member of the Provident Fund Institution.

10. *Recruitment Rules.*—See under item 2.

11. *Dismissal etc.*—It is customary to serve notice in the case of a dismissal and the reason for dismissal is invariably communicated to the employee verbally by the senior officer who provides every opportunity for a state-

12. *Retiral Benefits.*—The Provident Fund is a contributory Fund, the members of the Clerical staff contributing 5 per cent. of their salaries and the Company a like amount.

On retirement those clerks who were working for the Company before the institution of the Provident Fund, and who have worked for the Company continuously since that time, receive a gratuity, equivalent to the amount which would have been paid by the Company into the Fund on account of the employee, had the Fund existed between the time the employee joined the service and the date of the inauguration of the Fund, accumulated at 5 per cent. compound interest.

MENIALS

Menials do not subscribe to the Provident Fund but receive, on retirement, a gratuity equivalent to a half of one month's pay as at the time of retirement for each completed year of service.

GENERAL

The present average monthly salary of 71 members of the clerical staff is Rs. 120.

The corresponding monthly dearness allowance is Rs. 88.

The corresponding amount contributed by the Company to Provident Fund is Rs. 6.

The monthly average of bonuses paid over the past five years (to avoid taking credit for bonuses of two months' salary in the current year) may be taken as $(8\frac{1}{2} \times 120) + 60$, or Rs. 17.

To this should be added also the average monthly cost per head of the free tiffin and tea—Rs. 18 and the average monthly cost per head of the foodstuffs concession, *viz.* Rs. 35.

The average total monthly emoluments, in cash and in kind, has amounted therefore to at least Rs. 284.

N.B.—This figure, it should be noted, omits the cost of medical attention and medicines, for which figures are not immediately available.

On the same basis, a newly joined clerk has received in all Rs. 173-8-0 monthly.

The most highly paid of our clerks, in the Special Class, has received correspondingly Rs. 467 monthly.

ORDERS

New Delhi, the 17th January 1950

No. LR-2(267)/II.—Whereas by an Order of the Central Government in the Ministry of Labour, No. LR-2(215)/II, dated the 13th August 1949, as subsequently amended, the industrial dispute between the Atlas Assurance Company, Limited, Calcutta and their employees in the Calcutta office was referred to a Tribunal for adjudication;

And whereas the award of the said Tribunal has been published by the Central Government in a notification of the Ministry of Labour, No. LR-2(267)/I dated the 17th January 1950;

Now, therefore, in exercise of the powers conferred by sections 15 and 19 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to direct that the said award shall be binding for a period of one year.

No. LR-2(268)/II.—Whereas by an Order of the Central Government in the Ministry of Labour, No. LR-2(212), dated the 13th June 1949, the industrial dispute between banking companies and their employees was referred to the All India Industrial Tribunal (Bank Disputes) for adjudication;

And whereas the award of the said Tribunal in the matter of alleged victimisation, retrenchment, dismissals etc. in respect of banking companies in the Province of West Bengal has been published by the Central Government in a notification of the Ministry of Labour, No. LR-2(268)/I dated the 17th January 1950;

Now, therefore, in exercise of the powers conferred by sections 15 and 19 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to direct that the said award shall be binding for a period of one year.